

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

## NORTHWEST ADMINISTRATORS, INC.,

**Plaintiff,**

v.

INNOVATIVE EXPO, INC., a California corporation,

Defendant.

No.

**COMPLAINT TO COLLECT  
TRUST FUNDS PURSUANT TO  
AUDIT**

1

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust").

1

The Western Conference of Teamsters Pension Trust Fund is an unincorporated association operating as a Trust Fund pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, to provide retirement benefits to eligible participants.

1  
III.

2 This Court has jurisdiction over the subject matter of this action under Section  
3 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"),  
4 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act, 29 U.S.C.  
5 §185(a).

6 IV.

7 Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C.  
8 §1132(e)(2), because the plaintiff trust fund is administered in this District.  
9

10 V.

11 Defendant is a California corporation.

12 VI.

13 Defendant is bound to a collective bargaining agreement with Locals 542, 631  
14 and 986 of the International Brotherhood of Teamsters (hereinafter "Locals"), under  
15 which the Defendant is required to promptly and fully report for and pay monthly  
16 contributions to the Trust at specific rates for each hour of compensation (including  
17 vacations, holidays, overtime and sick leave) the Defendant pays to its employees  
18 who are members of the bargaining unit represented by the Locals. Such bargaining  
19 unit members are any of the Defendant's part-time or full-time employees who  
20 perform any work task covered by the Defendant's collective bargaining agreements  
21 with the Locals, whether or not those employees ever actually join the Locals.  
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26

1  
VII.

2  
Defendant accepted the Plaintiff's Trust Agreement and Declaration and  
3 agreed to pay liquidated damages equal to twenty percent (20%) of all delinquent  
4 and delinquently paid contributions due to the Trust, together with interest accruing  
5 upon such delinquent contributions at varying annual rates from the first day of  
6 delinquency until fully paid, as well as attorney's fees and costs the Trust incurs in  
7 connection with the Defendant's unpaid obligations.  
8

9  
VIII.

10 Plaintiff conducted an audit of the Defendant's payroll records for the period  
11 October 1, 2013 through December 31, 2016 regarding amounts owed to the Trust.  
12 Defendant failed to fully report all hours for which Defendant paid compensation to its  
13 employees represented by the Locals during said period and failed to make full  
14 payment of Defendant's contributions due to the Trust. Based upon Plaintiff's audit,  
15 Defendant is obligated to the Trust for contributions in the amount of \$1,669.57.  
16 Defendant is further obligated to the Trust for liquidated damages in the amount of  
17 \$333.91 for the months of October 1, 2013 through December 31, 2016, as well as  
18 interest accruing until paid in full, and all attorney's fees and costs incurred by the  
19 Plaintiff in connection with all of Defendant's unpaid obligations.  
20

21 WHEREFORE, Plaintiff prays to the Court for judgment against the Defendant  
22 as follows:

23 A. For contributions in the amount of \$1,669.57;  
24 B. For liquidated damages in the amount of \$333.91;  
25 C. For all accrued interest;

- D. For all attorney's fees and costs incurred by the Trust in connection with Defendant's obligations; and
- E. For such other and further relief as the Court may deem just and equitable.

DATED this 11<sup>th</sup> day of July, 2018.

Respectfully submitted,

REID, McCARTHY, BALLEW & LEAHY,  
L.L.P.

Russell J. Reid, WSBA #2560  
Attorney for Plaintiff